

**ENGINEERING AND RELATED SERVICES
MAY 18, 2012**

**CONTRACT NO. 4400002958
RETAINER CONTRACT FOR BRPM
(BRIDGE PREVENTIVE MAINTENANCE PROGRAM)
STATEWIDE**

Under Authority granted by Title 48 of Louisiana Revised Statutes, the Louisiana Department of Transportation and Development (DOTD) hereby issues a Request for Qualification Statements (RFQ) on DOTD Form 24-102 (24-102), "Professional Engineering and Related Services", revised November 2011, from Consulting Firms (Consultant) to provide engineering and related services. **All requirements of Louisiana Professional Engineering and Land Surveying (LAPELS) Board must be met at the time of submittal.** One Prime-Consultant/Sub-Consultant(s) (Consultant/Team) will be selected for this Contract.

Project Manager – Mr. Danny Tullier

All inquiries concerning this advertisement should be sent in writing to Alan.Dale@LA.gov.

PROJECT DESCRIPTION

The selected Consultant will perform engineering and related services for statewide projects covered by a Retainer Contract under separate Task Orders. The Consultant will be required to execute a Task Order which will specify the scope of services, contract time, and compensation. Each Task Order will become a part of the Retainer Contract.

This project requires the development of bridge preventive maintenance repair plans, specifications, proposals and to provide construction engineering services for proposed bridge sites throughout the State of Louisiana. The size and type of each bridge varies with each project, restricted only by the approved criteria set forth by the FHWA (Federal Highway Administration) for the Bridge Preventive Maintenance Program.

SCOPE OF SERVICES

The Consultant shall develop bridge preventive maintenance repair plans, specifications, proposals and to provide construction engineering services for proposed bridge sites throughout the State of Louisiana and shall:

- A. Provide a project scope and man-hour estimate within 30 days (routine repairs) or 45 days (moderately complex repairs) of notification by the Project Manager that a new project is beginning.
- B. Research availability of existing plans and project information, provide initial inspection and evaluation of specified bridge elements, prepare recommendations for corrective actions to similar elements not specified, but needing repair, and prepare a preliminary report containing conceptual plans, repair procedures and a preliminary cost estimate.
- C. Provide all necessary engineering, final construction plans and details, final construction proposal, quantities, non-standard item specifications, special provisions and a final cost estimate to bid the project. Provide any needed permit drawings for the project.
- D. For projects on interstate routes in Baton Rouge, New Orleans and Shreveport, provide a Transportation Management Plan. Guidance is found in the publication, "Developing and Implementing Transportation Management Plans for Work Zones", U.S. Department of Transportation, Federal Highway Administration, Report No. FHWA-HOP-05-066 and in LADOTD EDSM VI.1.1.8.
- E. For projects involving painting, provide a qualified painting expert with experience as outlined in "Minimum Personnel Requirements".
- F. For painted structures, provide testing and sampling which may consist of the collection of samples of existing materials, such as paintings/coatings, etc. for evaluation to determine proper procedures for treating, handling, and disposing of the materials. Compatibility of the new paint system with the existing paint system shall be considered. All procedures shall be in accordance with the DOTD Sampling and Testing Manuals.
- G. Provide review of all fabrication drawings, erection, shoring and lifting proposals and general engineering field support during construction when required.

The services to be rendered for this Retainer Contract shall consist of the following Stage(s) and Part(s):

Stage 3: Design

Part III: Preliminary Plans

Part IV: Final Plans

Part VII: Construction Proposal

Stage 5: Construction

Part I: Construction Support

Part II: Shop Drawings

The selected Consultant will be required to provide some or all of the following services for each Task Order (TO):

Stage 3 Design

Part III Preliminary Plans

Preliminary Plans shall consist of all engineering services required for the completion of Preliminary Plans and estimates for the Project, all under a schedule for completion which shall be in conformity with the contract time specified elsewhere in this Contract or established by supplemental agreement or task order. Specifically, the work under this Part consists of the following major items:

1. The assembly and study of existing data, including any recommended improvements, design calculations (if needed), traffic data available through the DOTD, as-built plans, standard plans and such other data as can be located through efforts of the Consultant.
2. The preparation of Preliminary Plans for the Project generally in accordance with the requirements outlined in the latest AASHTO LRFD Bridge Design Specifications, the current editions of DOTD's Bridge Design Manual, General Guide for Bridge Plan Preparation and all other references specified elsewhere this contract. Statements in the Manuals which may be in conflict with requirements specified in the main body of this Contract shall be considered as superfluous information and not applicable to this Contract. Two (2) sets of these plans on half-size (11"x17") sheets shall be submitted to the Project Manager for preliminary examination and comments after they have been developed and, upon receipt of any such comments, the Consultant shall revise the plans accordingly.
3. Specifications for the Project shall be in accordance with the latest edition of Louisiana Standard Specifications for Roads and Bridges, amended to comply with the current practices of the DOTD.
4. The preparation of estimates of construction contract costs based on estimated quantities developed for the Preliminary Plans.
5. The preparation of all special specifications required and, if necessary, the preparation of a sequence of construction and traffic routing for the Project.
6. The design standards for this improvement shall comply with the criteria prescribed in 23 CFR 625, Design Standards for Highways. The format of the plans shall conform to the standards used by the DOTD in the preparation of its contract plans for items of work of similar character, including plans for all drainage and utilities affected.
7. Design for Preliminary Plans shall be done in English units of measurement.

Part IV Final Plans

Final Plans shall consist of all services required for the preparation of Final Plans, specifications, construction cost estimates, all under a schedule for completion which shall be in conformity with the contract time specified elsewhere in this Contract or established by supplemental agreement or task order, and all meeting the standard requirements of the DOTD as to general format and content. Specifically, the work under this Part consists of the following major items:

1. The design and preparation of completed detailed Final Plans drawn to acceptable scales for the Project. At a minimum, the plans shall include designs and/or details for all bridge repair items sufficient to bid the project and including but not limited to, traffic data for anticipated year of construction, traffic routing details not covered by standard plans, graphical and tabular depictions of repair locations, details and photos of existing conditions, as-built drawings, summary of estimated quantities, repair procedures, construction limits, and bridge jacking locations and loads (if applicable).
2. The submittal to the Project Manager of drawings of the Final Plans for Advanced Check Print (ACP) review.
3. After ACP's have been reviewed and comments incorporated, Final Plans shall be submitted accompanied by a properly indexed, neatly arranged, bound copy of all design computations used in developing the pay quantities. The submittal shall be accompanied by a written certification from the Consultant that a detailed check of such computations by qualified personnel has been made prior to submission.
4. Final Contract Plans title sheets shall be reproduced on high-quality, 4-mil, double-matte film using a plotting or reproduction process that fuses the graphics to ensure durability. Remaining plan sheets shall be reproduced on high-quality bond paper. Repeated handling and friction due to stacking of plans shall not smear, flake or rub off the graphics. Improper plotter settings and plotter wear may cause inconsistent durability of the drawings. The Consultant shall test samples of the submitted drawings for durability. Advance samples of matte films may be submitted with the ACP's, however, the Contract Plans shall be tested separately. Failures shall result in rejection of the submittal. Additions or changes shall be made with a permanent type of waterproof ink made for this purpose.
5. The outside measure of each plan sheet shall be 22 x 36 inches or 23 x 36 inches with margins measuring not more than 21 inches x 34 inches. Top, bottom, and right hand margins shall be at least ½ inch, and the left-hand margin shall be at least 1 ½ inches.
6. Lettering on plans shall be of adequate size to facilitate a 50% reduction of plans.

7. All plans submitted by the Consultant shall conform to the quality standards adopted by the DOTD. The DOTD's Chief Engineer may reject any plans not conforming to these standards.
8. Design for Final Plans shall be done in English units of measurements.
9. If electronic files are used, the Consultant may be required to deliver all electronic design files as part of the final plan package.
10. The Consultant shall prepare a construction estimate using DOTD's standard bid items. For non-standard bid items, the cost shall be based on current industry practice. A summary of the estimated quantities by control section shall be furnished by the Consultant to the DOTD for entry into DOTD's system.
11. The Project Segment quantities shall be broken down according to construction phases and logical sequences of construction. Should the plans not contain enough information to determine the sequences; assumptions shall be made and documented.
12. The quantities shall be broken down by control section and further by bridge structure number.

Part VII Construction Proposal

Construction Proposal services shall consist of the following:

Pre-bid activities consist of packaging the PS&E (Plans, Specifications & Estimate) documents with other required bidding documents, making plan and specification revisions, when appropriate.

The Consultant shall prepare the construction proposal documents in accordance with DOTD's standard practices.

The Consultant shall deliver the bid documents, including the construction proposal, to the DOTD for their review and approval a minimum of five (5) months prior to the scheduled letting. Following DOTD's approval, the Consultant shall deliver the final construction proposal in both electronic format and single sided hard copy a minimum of three (3) months prior to the scheduled letting. The final construction proposal shall be prepared in MS Word. The DOTD shall be responsible for reproducing plans and bid documents in sufficient number to accommodate bidders and copies for the DOTD and the Consultant.

The Consultant shall review the Final PS&E documents for completeness and proper coordination of plans, specification, construction items and quantities prior to delivery of these documents to the DOTD. Any corrections required shall be the responsibility of the Consultant.

The DOTD shall be responsible for the letting and award of the Project.

Stage 5 Construction Engineering Services

Part I: Construction Support

Construction Support shall consist of all services required to review and address all Requests for Information (RFI's) from the DOTD's Construction Contractor that concern plan/specification clarity or plan/specification error. The Consultant shall be required to respond to all RFI's within forty-eight (48) hours.

Cost recovery for all RFI's due to plan/specification clarity or plan/specification error shall be as noted in the Errors and Omissions clause as established in this Original Contract.

In order to provide efficient construction contract administration and minimize construction delay costs, the Consultant may be required to provide construction on-call support in order to complete the Project. The Consultant shall be available to assist the DOTD with information meetings with the Contractor with a twenty-four (24) hour notice. These meetings will be authorized by the DOTD. The Consultant shall be required to respond to and deliver requested minor design changes and plan/specification corrections within seven (7) calendar days. The DOTD has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. This item will be used only when directed and authorized by the DOTD's Project Manager. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing material or performing any work on the project.

Part II Shop Drawing Review

The Consultant will be contracted to provide the structural shop drawing review during construction. Shop drawing review services may be performed under supplemental agreement or task order.

SHOP DRAWING REVIEW:

Review and approval of Contractor submittals, such as shop drawings, product data, and other data, as required by DOTD's contract with the Contractor, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The Consultant's scope will be limited to a review of quantities, details, dimensions and weights or gauges. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant's scope will not include a review of fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review and approval of these drawings and other required submittals will not relieve the

Contractor of his responsibility under his contract. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor.

REFERENCES

All services and documents will meet the standard requirements as to format and content of the DOTD; and will be prepared in accordance with the latest applicable editions, supplements and revisions of the following:

1. AASHTO Standards, ASTM Standards or DOTD Test Procedures
2. DOTD Location and Survey Manual
3. DOTD Roadway Design Procedures and Details
4. DOTD Hydraulics Manual
5. DOTD Standard Specifications for Roads and Bridges
6. Manual of Uniform Traffic Control Devices
7. DOTD Traffic Signal Design Manual
8. National Environmental Policy Act (NEPA)
9. National Electric Safety Code
10. National Electric Code (NFPA 70)
11. DOTD Environmental Impact Procedures (Vols. I-III)
12. Policy on Geometric Design of Highways and Streets
13. Construction Contract Administration Manual
14. Materials Sampling Manual
15. DOTD Bridge Design Manual
16. Consultant Contract Services Manual
17. Geotechnical Engineering Services Document
18. Bridge Inspectors Reference Manual
19. DOTD Stage 1 Manual of Standard Practice

COMPENSATION

Compensation to the Consultant for services rendered in connection with each TO shall be based on negotiated or non-negotiated work-hours using DOTD established billable rates for the actual work spent on the project, with a maximum limitation.

The amount payable under this Retainer Contract for services to be performed under the various TO's shall not exceed a maximum of **\$3,000,000**. Each TO shall be payable under the respective TO project number which shall be obtained by the Project Manager.

The Consultant may request to have the initial billable rates updated on a yearly basis. However, any adjustment to the Contract billable rates shall not be cause for an increase in the maximum compensation limitation imposed herein.

All travel related expenses will be compensated under direct expenses, and will be in accordance with Louisiana Office of State Travel regulations found at: <http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>. Vehicle rental rates will require prior approval from the DOTD Project Manager.

CONTRACT TIME AND NOTICE TO PROCEED

This Retainer Contract shall be in effect for the duration of **four years**. The services to be performed for each Task Order (TO) will be determined prior to the execution of the TO. The Consultant will proceed with the services required in the TO upon issuance of the Notice to Proceed from the DOTD. The contract time for each TO, will be specified in the executed TO. Any TO in effect, prior to the expiration date of the Retainer Contract shall be completed.

ELECTRONIC DELIVERABLES

The Consultant hereby agrees to produce electronic deliverables in conformance with “DOTD Software and Deliverable Standards for Electronic Plans” as outlined at http://www.dotd.louisiana.gov/highways/project_devel/design/electronic_standards_discloser.asp. The Consultant shall download and apply the latest CAD standards. The Consultant hereby agrees to install incremental updates to software and CAD standards as instructed by the Project Manager. Such updates will not have a significant impact on the development time or delivery date for project plans, or require the Consultant to purchase additional software. Prior to proceeding with plan development, the Consultant shall contact the Project Manager for any special instructions regarding updates to standards or project-specific requirements if this information has not already been provided.

In the event that any electronic standard conflicts with written documentation, including DOTD plan-development manuals, the electronic standard typically governs. The Consultant is responsible for contacting the Project Manager should questions arise.

Plan deliveries shall be made on CD or DVD media and labeled with media-compatible indelible ink on separate lines as follows:

State Project Number

“Final Plans Submittal”, “60% ACP Submittal” (or other milestone)

“Electronic Deliverables”

Consultant Firm Name

The CD/DVD shall be delivered with a signed cover letter that includes, among the formalities, a deliverable “hash” code that is documented in a report generated by the ControlCAD Indexer Submittal tool. The hash code is used to verify that the CD is authentic. At any stage of the plan development process, the Project Manager may require plan delivery by other methods including, but not limited to, upload to the DOTD ProjectWise repository.

The prime Consultant is responsible for ensuring that Sub-Consultants are prepared to produce electronic deliverables in conformance with DOTD electronic standards for plans.

QUALITY CONTROL/QUALITY ASSURANCE FOR BRIDGE PROJECTS

The Consultant shall submit a QC/QA plan document specifically developed for this project as part of 24-102. The QC/QA plan document must comply with the minimum requirements set in the “Guidance on QC/QA in Bridge Design in Response to NTSB Recommendation (H-08-17)”, which was published by FHWA and AASHTO in August 2011. This guidance can be downloaded from LADOTD Bridge Design Section website. The QC/QA plan document must be implemented for all bridge design activities in both design phase and construction support phase of the project. The Consultant is fully responsible for QC/QA of their work. All project submittals must include a QC/QA certification that the submittals meet the requirements of the QC/QA plan document.

ITEMS TO BE PROVIDED BY DOTD

The DOTD shall provide the Consultant, without charge, the following:

- If available, access Equipment and traffic control for inspection as required for each task order.
- Access to DOTD’s archived microfilm or CD records to obtain as-built bridge drawings for each task order. The Consultant shall perform the work necessary to obtain drawings.
- Utility relocation (if needed) and the Environmental Determination

MINIMUM PERSONNEL REQUIREMENTS

The following requirements must be met at the time of submittal:

1. At least one Principal of the Prime-Consultant shall be a Professional Engineer registered in the State of Louisiana.
2. At least one Principal or a responsible member of the Prime-Consultant shall be a Professional Civil Engineer registered in the State of Louisiana, having a minimum of 5 years experience in the preparation of highway bridge plans and highway bridge design of fixed or movable bridges. This includes, but is not limited to the design and repair of reinforced or prestressed concrete bridges, steel plate or box girder bridges, pile and column bent substructures, bridge bearings and bridge expansion joint repairs.
3. In addition to the above requirements, the Prime Consultant must also employ on a full-time basis, or through the use of a Sub-Consultant(s):
 - a. At least one Registered Professional Civil Engineers with a minimum of 3 years experience in structural painting.
 - b. At least one Lead Coating Inspector, with five (5) years experience in inspection of bridge structural painting with a minimum of three (3) years of that experience in coating inspection of bridges, and preparing contract documents and leading inspection efforts for lead paint removal projects. The Lead Coating Inspector shall have National Association of Corrosion Engineers (NACE) Certification (Peer Reviewed) or the Lead Coating

Inspector must have successfully completed the Society for Protective Coatings (SSPC) Protective Coatings Specialist certification program (PCS).

- c. A minimum of one Professional Industrial Hygienist as defined by the American Industrial Hygiene Association (AIHA) with at least five (5) years experience in the oversight, implementation and development of lead abatement plans for steel bridges. This hygienist must also have successfully completed the SSPC course entitled “Supervisor/Competent Person For Deleading Industrial Structures”, which is designated as SSPC course C-3, and any required C-5 refresher courses. The hygienist shall also have work experience with at least three bridge lead paint removal projects including conducting pre-job paint, soil, water and air quality sampling and testing and review of all environmental and health compliance plans.

Training Certifications/Certifications of Compliance must be submitted with and made part of the Consultants DOTD Form 24-102 for all Personnel Requirements listed herein

EVALUATION CRITERIA

The general criteria to be used by DOTD (when applicable) in evaluating responses for the selection of a Consultant to perform these services are:

1. Consultant’s firm experience on similar projects, weighting factor of 3;
2. Consultant’s personnel experience on similar projects, weighting factor of 4;
3. Consultant’s firm size as related to the estimated project cost, weighting factor of 3;
4. Consultant’s past performance on similar DOTD projects, weighting factor of 6; **
5. Consultant’s current work load, weighting factor of 5;
6. Location where the work will be performed, weighting factor of 4. *

* All respondents will receive a 4 for this category.

**The Bridge Design Moderate (BB) performance rating will be used for this project.

Complexity level (**Moderate**)

Consultants will be evaluated as indicated in Items 1- 6. The evaluation will be by means of a point-based rating system. Each of the above criteria will receive a rating on a scale of 0-4. Then the rating will be multiplied by the corresponding weighting factor. The firm’s ratings in each category will then be added to arrive at the Consultant’s final rating.

If Sub-Consultants are used the Prime Consultant must perform a minimum of 51% of the work for the overall project. Each member of the Consultant/Team will be evaluated on

their part of the contract, proportional to the amount of their work. The individual team member ratings will then be added to arrive at the Consultant/Team rating.

Communication Protocol

DOTD's Project Evaluation Team will be responsible for performing the above described evaluation, and will present a short-list of the three (if three are qualified) highest rated Consultants to the Secretary of the DOTD. The Secretary will make the final selection. **Below are the proposed Team members. DOTD may substitute for any reason provided the members meet the requirements of R.S. 48:291.**

1. Alan Dale – Ex officio
2. Danny Tullier – Project Manager
3. Ray Mumphrey
4. Kian Yap
5. David Miller
6. Scott Choate

Rules of Contact (Title 48 Engineering and Related Services)

These rules are designed to promote a fair, unbiased, legally defensible selection process. The LA DOTD is the single source of information regarding the Contract selection. The following rules of contact will apply during the Contract selection process and will commence on the date of advertisement and cease at the contract execution by the selected firm. Contact includes face-to-face, telephone, facsimile, Electronic-mail (E-mail), or formal written communications. Any contact determined to be improper, at the sole discretion of the LA DOTD, may result in the rejection of the submittal (24-102):

- A. The Consultant shall correspond with the LA DOTD regarding this advertisement only through the LA DOTD Consultant Contracts Services Administrator;
- B. The Consultant, nor any other party on behalf of the Consultant, shall not contact any LA DOTD employees, including but not limited to, department heads; members of the evaluation teams; and any official who may participate in the decision to award the contract resulting from this advertisement except through the process identified above. Contact between Consultant organizations and LA DOTD employees is allowed during LA DOTD sponsored one-on-one meetings;
- C. Any communication determined to be improper, at the sole discretion of the LA DOTD, may result in the rejection of submittal, at the sole discretion of the LA DOTD;
- D. Any official information regarding the project will be disseminated from the LA DOTD'S designated representative on the LA DOTD website. Any official correspondence will be in writing;

- E. The LA DOTD will not be responsible for any verbal exchange or any other information or exchange that occurs outside the official process specified herein.

By submission of a response to this RFQ, the Consultant agrees to the communication protocol herein.

CONTRACT REQUIREMENTS

The selected Consultant will be required to execute the contract within 10 days after receipt of the contract.

INSURANCE - During the term of this contract, the Consultant will carry professional liability insurance in the amount of \$1,000,000. This insurance will be written on a “claims-made” basis. Prior to executing the contract, the Consultant will provide a Certificate of Insurance to DOTD showing evidence of such professional liability insurance.

AUDIT - The selected Consultant will allow the DOTD Audit Section to perform an annual overhead audit of their books, or provide an *independent* Certified Public Accountant (CPA) audited overhead rate. This rate must be developed using Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the Consultant will submit semi-annual labor rate information, when requested by DOTD.

The selected Consultant will maintain, an approved Project Cost System and segregate direct from indirect cost in their General Ledger. Pre-award and post audits, as well as interim audits, may be required. For audit purposes, the selected Consultant will maintain accounting records for a minimum of five years after final contract payment.

Any Consultant currently under contract with the DOTD and who has not met all the audit requirements documented in the manual and/or notices posted on the DOTD Consultant Contract Services Website (www.dotd.louisiana.gov), will not be considered for this project.

SUBMITTAL REQUIREMENTS

One original (**stamped “original”**) and **five** copies of the DOTD Form 24-102 must be submitted to DOTD. All submittals must be in accordance with the requirements of this advertisement and the Consultant Contract Services Manual. Any Consultant/Team failing to submit any of the information required on the 24-102, or providing inaccurate information on the 24-102, will be considered non-responsive.

Any Sub-Consultants to be used, including Disadvantaged Business Enterprises (DBE), in performance of this Contract, must also submit a 24-102, which is completely filled out and contains all information pertinent to the work to be performed.

The Sub-Consultant's 24-102 must be firmly bound to the Consultant's 24-102. In Section 8, the Consultant's 24-102 must describe the **work elements** to be performed by the Sub-Consultant(s), and state the approximate **percentage** of each work element to be subcontracted to each Sub-Consultant.

Name(s) of the Consultant/Team listed on the 24-102, must precisely match the name(s) filed with the Louisiana Secretary of State, Corporation Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors.

The DOTD Form 24-102 will be identified with **Contract No. 4400002958**, and will be submitted **prior to 3:00 p.m. CST on Tuesday, June 5, 2012**, by hand delivery or mail, addressed to:

Department of Transportation and Development
Attn.: Mr. Alan Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Telephone: (225) 379-1401

REVISIONS TO THE RFQ

DOTD reserves the right to revise any part of the RFQ by issuing an addendum to the RFQ at any time. Issuance of this RFQ in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all Qualification Statements submitted and/or cancel this announcement if it is determined to be in DOTD's best interest. All materials submitted in response to this announcement become the property of DOTD and selection or rejection of a submittal does not affect this right. DOTD also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFQ.